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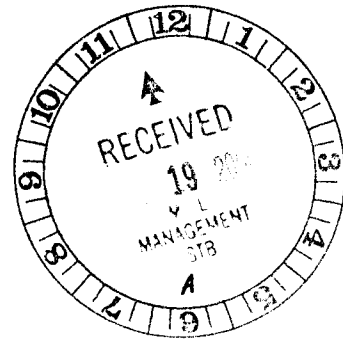
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SURFACE TRANSPORTATION BOARD

October 18, 2000

Mr. Vernon A. Williams, Secretary - *via federal express*
Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423



RE: Trans-Global Solutions Inc.

Dear Mr. Williams:

I have enclosed an original and one copy/counterpart of the document(s) described below, to be recorded pursuant to Section 11301 of Title 49 of the United States Code.

This document is a Security Agreement dated September 18, 2000, from Trans-Global Solutions, Inc. to International Bank of Commerce and is a secondary document to a Security Agreement dated May 9, 2000 from Trans-Global Solutions, Inc. to International Bank of Commerce, filed June 15, 2000 under Surface Transportation Board Recordation No. 22952.

The names and addresses of the parties under the Security Agreement are as follows:

1. The Debtor is Trans-Global Solutions, Inc., 11811 I-10 East, Suite 630, Houston, Texas 77029.
2. The Secured Party is International Bank of Commerce, P.O. Box 6568, Houston, Texas 77265-6568.

The equipment covered by the Security Agreement includes the railroad cars and locomotives listed in Schedule 1 to Annex A attached thereto.

A fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Craig A. Bunk at International Bank of Commerce, P.O. Box 6568, Houston, Texas 77265-6568.

A short summary of the document to appear in the index follows:

Security Agreement dated September 18, 2000, between Trans-Global Solutions, Inc., 11811 I-10 East, Suite 630, Houston, Texas 77029, as Debtor, and International Bank of Commerce, P.O. Box

6568, Houston, Texas 77265-6568, as Secured Party, and covering, among other things, the railroad cars and locomotives of Debtor listed to Schedule 1 to Annex A thereto.

Very truly yours,

INTERNATIONAL BANK OF COMMERCE

By: Delores Hansen
Name: Delores Hansen
Title: V.P.

Enclosures

SECURITY AGREEMENT

COPY

Debtor (Owner of Collateral): TRANS-GLOBAL SOLUTIONS, INC. A Texas Corporation

(Check one: ☐ individual(s) ☐ partnership ☒ corporation ☐ other)

, whose address is

11811 I-10 East, Suite 630 Houston, Harris Texas 77029

(No. and Street) (City) (County) (State) (ZipCode)

and International Bank of Commerce, 5615 Kirby Drive, Houston, Harris County, Texas, hereinafter called "Secured Party," enter into this Security Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

SECTION I: Creation of Security Interest.

Debtor hereby grants to Secured Party a first and exclusive lien and security interest in the collateral described in Section II of this Security Agreement (the "Collateral") to secure payment and performance of the Indebtedness (described in Section III below).

SECTION II: Description of Collateral.

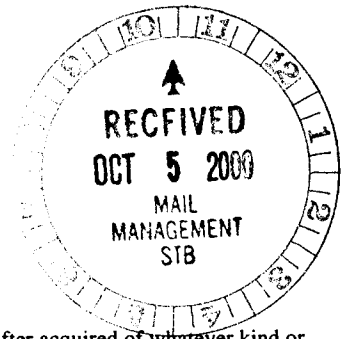
1. The security interest is granted in the following collateral:
 - a. Describe the collateral and, as applicable, check boxes and provide information indicated in Section II 1.b. (If Debtor's residence is outside the state: give location of consumer goods, farm products, and farm equipment, and if collateral includes accounts arising from the sale of farm products, give location of products sold.)
 - i. (description of specific collateral)

ALL OF DEBTOR'S NOW EXISTING AND HEREAFTER ARISING ACCOUNTS, EQUIPMENT AND INVENTORY, AND ALL PROCEEDS THEREOF, AS FURTHER PROVIDED FOR IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

RECORDATION NO. 22952-A FILED

OCT 20 '00 3-18 PM

SURFACE TRANSPORTATION BOARD



- ii. Any and all rights and interests of Debtor in and to any and all general intangibles now owned or hereafter acquired of whatever kind or nature and wherever located.
- b. 1. ☐ The above described crops are growing on or are to be grown on:

(describe real estate; attach additional sheet, if needed)
2. ☐ The above goods are to become fixtures on:

(describe real estate; attach additional sheet, if needed)
3. ☐ The above timber is standing on:

(describe real estate; attach additional sheet, if needed)
4. ☐ The above minerals or the like (including oil and gas) or accounts will be financed at the well head or mine head of the well or mine located on:

(describe real estate; attach additional sheet, if needed)
- c. If b.2, b.3 or b.4 above is checked, this security agreement is to be filed for record in the real estate records. (The description of the real estate must be sufficiently specific as to give constructive notice of a mortgage on the realty).
 ☐ The debtor does not have an interest of record; the name of a record owner is _____
- d. All substitutes and replacements for, accessions, attachments, extensions, modifications, renewals and other additions to, and tools, parts, and equipment used in connection with, the above property; and the increase and unborn young of animals and poultry.
- e. All property similar to the above hereafter acquired by Debtor.
- f. All proceeds, products, and profits of the Collateral are included. Coverage of products and proceeds for financing statement purposes is not to be construed as giving Debtor any additional rights with respect to the Collateral, and Debtor is not authorized to sell, lease, or otherwise transfer, furnish under contracts of service, manufacture, process, or assemble the Collateral, except in accordance with the provisions of this Security Agreement. Any additional sheets describing the Collateral, the real estate, or other matters are incorporated in and made a part of this instrument.
2. Classify the Collateral under one or more of the following Uniform Commercial Code categories:

<input type="checkbox"/> Consumer Goods	<input type="checkbox"/> Farm Products	<input checked="" type="checkbox"/> Intangible Personal Property (accounts, instruments, chattel paper, documents intellectual property, or general intangible)
<input checked="" type="checkbox"/> Equipment (business use)	<input checked="" type="checkbox"/> Inventory	
<input type="checkbox"/> Equipment (farm use)		
3. ☒ If this block is checked, this is a purchase money security interest, and Debtor will use funds advanced to purchase the Collateral, or Secured Party may disburse funds direct to the seller of the Collateral, and to purchase insurance on the Collateral.
4. If any of the Collateral is accounts, give the location of the office where the records concerning them are kept (if other than Debtor's address shown above): _____

SECTION III: Indebtedness.

This assignment and grant is made to Secured Party to secure the prompt and unconditional payment of, and the first and exclusive security interest granted hereby to Secured Party secures the payment and performance of, the following (collectively, the "Indebtedness"):

- a. Any and all indebtedness, liabilities and/or obligations of Debtor, or any of the undersigned if more than one, to Secured Party, jointly and/or severally, and in any capacity, whether as borrower, guarantor, or otherwise, now or hereafter owing, created and/or arising, and regardless of how evidenced or arising, as to outstanding principal, accrued and unpaid interest, attorneys' fees, collection costs, and all other sums owing by Debtor, or any of the undersigned if more than one, including but not limited to, THE INDEBTEDNESS TO BE ORIGINALLY EVIDENCED BY THE FOLLOWING PROMISSORY NOTES EACH DATED MAY 9, 2000, ISSUED BY DEBTOR TO THE ORDER OF SECURED PARTY (A) PROMISSORY NOTE IN THE FACE AMOUNT OF \$15,000,000.00 and further without limitation to: (B) PROMISSORY NOTE IN THE FACE AMOUNT OF \$15,000,000.00 (C) PROMISSORY NOTE IN THE FACE AMOUNT OF \$8,000,000.00 AND (D) PROMISSORY NOTE IN THE FACE AMOUNT OF \$4,000,000.00
- i) any commercial loan or indebtedness;
 - ii) any credit card or other consumer type of loan;
 - iii) any indebtedness relating to checking or savings accounts (overdrafts, fees, etc.);
 - iv) any expenses incurred in the protection or maintenance of the collateral securing any of such liabilities, loans, and obligations;
 - v) any expenses incurred in the collection of any indebtedness and/or obligation;
 - vi) any letters of credit and/or indebtedness arising out of, or advanced to pay, letters of credit transactions; and
 - vii) any indebtedness, howsoever evidenced, whether by promissory note, bookkeeping entry, electronic transfer or by any other manner or form.
- b. Any and all indebtedness of _____

(if indebtedness is not solely of Debtor) or any of them if more than one, to Secured Party, jointly and/or severally, and in any capacity, whether as borrower, guarantor, or otherwise, now or hereafter owing, created and/or arising, and regardless of how evidenced or arising, including, without limitation: _____

- c. All other indebtedness of Debtor and/or the persons and/or entities named in paragraph (b) above, or any of them, to any financial institution affiliated with International Bancshares Corporation, jointly and severally, and in any capacity, whether as borrower, guarantor or otherwise, now or hereafter owing and regardless of how evidenced or arising.
- d. Any and all extensions, modifications, substitutions and/or renewals of any of the above described indebtedness.
- e. All costs incurred by Secured Party to obtain, preserve and enforce this Security Agreement, collect the Indebtedness, and maintain and preserve the Collateral including without limitation, all taxes, assessments, attorneys' fees and legal expenses, and expenses of sale.
- For purposes hereof it is intended that the Indebtedness include all classes of indebtedness to or for the benefit of the borrower, whether evidenced by notes, open accounts, overdrafts or otherwise, and whether direct, indirect or contingent, regardless of class, form or purpose and including but not limited to, loans for consumer, agricultural, business or personal purposes.

The foregoing shall under no circumstances be limited to the existence or non-existence of collateral for such Indebtedness, or the type of collateral covered thereby.

SECTION IV: Debtor's Representation, Warranties and Agreements.

A. General Representations and Warranties

Debtor represents, warrants and agrees that:

- (1) Debtor has full power and authority to enter into this Security Agreement; this Security Agreement has been duly authorized, executed and delivered by Debtor and constitutes the valid and binding obligation of Debtor enforceable in accordance with its terms. No consent of third parties, a license, authorization or filing with any governmental authority is required to be obtained or performed in connection with the execution, delivery and performance of this Security Agreement.
- (2) All information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine.
- (3) Debtor owns, or will use the proceeds of any loans by Secured Party to become the owner of the Collateral free from any set-off, claim, restriction, lien, security interest or encumbrance except this security interest and liens for taxes not yet due.
- (4) No Financing Statement covering the Collateral or its proceeds is on file in any public office and Debtor will not permit any Financing Statement covering any of Debtor's Collateral or the proceeds thereof to hereafter be on file in any public office except as may be filed pursuant to this Security Agreement.
- (5) Debtor shall maintain accurate books and records covering the Collateral.
- (6) Debtor shall provide to Secured Party, upon Secured Party's request, (i) financial information, including but not limited to a balance sheet, income statement, statement of cash flow, and such other financial information as may be requested by Secured Party; (ii) an appraisal of the Collateral; (iii) tax receipts; (iv) evidence of insurance, and (v) any other information required by Secured Party in connection with the Indebtedness or the Collateral.
- (7) Debtor will not use the Collateral or permit the Collateral to be used in violation of any statute, ordinance or other law or inconsistently with the terms of any policy of insurance thereon; and Debtor will permit Secured Party and its agents, representatives and employees to examine the Collateral at all reasonable times, and for such purpose, Secured Party may enter upon or into any premises where the Collateral may be located without being guilty of trespass. Debtor will furnish to Secured Party upon request all pertinent information regarding the Collateral.
- (8) The Collateral shall remain in Debtor's possession or control at all times at Debtor's risk of loss unless Secured Party has taken possession of the Collateral, and be kept at Debtor's address set forth above where Secured Party may inspect it at any time, except for its temporary removal in connection with its ordinary use or unless Debtor notifies Secured Party in writing and Secured Party consents in writing in advance of its removal to another location.
- (9) Debtor will promptly notify Secured Party in writing of any addition to, change in or discontinuance of: (a) its address as shown at the beginning of this Security Agreement; (b) the location of its chief place of business as set forth in this Security Agreement; and (c) the location of the office where it keeps its records as set forth in this Security Agreement.
- (10) Debtor shall pay prior to delinquency all taxes, charges, liens and assessments against the Collateral, and upon Debtor's failure to do so, Secured Party at its option, may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the Indebtedness secured by this Security Agreement and shall be paid to Secured Party by Debtor immediately and without demand, with interest thereon at the maximum rate allowed by applicable law.
- (11) Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire, theft and such other risks as Secured Party may require, including standard extended coverage, and in the case of motor vehicles, including collision coverage. Such insurance policies shall contain such terms, be in a form, for a period and be written by companies satisfactory to Secured Party. Such insurance policies shall also contain a standard mortgagee's endorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for ten days written minimum cancellation notice to Secured Party. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Secured Party may act as attorney for the Debtor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts drawn by insurers of the Collateral. Secured Party may apply any proceeds of such insurance which may be received by it in payment on account of the Indebtedness secured hereby, whether due or not.
- (12) Debtor shall, at its own expense, do, make, procure, execute and deliver all acts, things, writings and assurances as Secured Party may at any time request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Security Agreement.

(13) Debtor shall not lend, rent, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this Security Agreement or in writing by Secured Party, and Debtor shall keep the Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than that of Secured Party.

(14) Debtor shall sign and execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay all connected costs, necessary to protect the security interest under this Security Agreement against the rights or interests of third persons. Debtor shall pay the costs of lien searches and certificates and all filing fees, continuation fees, and fees for certificates of good standing and other information required by Secured Party.

(15) Debtor shall at all times keep the Collateral and its proceeds separate and distinct from other property of Debtor and shall keep accurate and complete records of the Collateral and its proceeds. Debtor shall preserve the Collateral and pay all costs necessary to do so, including (but not limited to) feed, rent, storage costs, and expenses of sale.

(16) If Secured Party should at any time be of the opinion that the Collateral is not sufficient or has declined or may decline in value, or should Secured Party deem itself insecure as a payment of the Indebtedness then Secured Party may call for additional property to be pledged and/or covered by this Agreement satisfactory to Secured Party, and Debtor promises to furnish such additional security forthwith.

(17) If any Collateral or proceeds include obligations of third parties to Debtor, the transactions creating those obligations will conform in all respects to applicable state and federal consumer credit laws.

(18) In the event Debtor or any other person or persons seeks to enjoin Secured Party from taking any action in connection with the Indebtedness or the enforcement of Secured Party's rights in the Collateral, Debtor hereby agrees to give written notice to the President of Secured Party, at the address of Secured Party set forth in the first paragraph of this Security Agreement, or such other person or address as Secured Party may designate in writing to Debtor, prior to seeking any such injunctive relief.

(19) Debtor shall indemnify and hold harmless Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the gross negligence or willful misconduct of Secured Party. Debtor agrees, upon demand, to pay to Secured Party the amount of any and all expenses, including, but not limited to, the fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with (a) the preparation, execution, delivery, filing, recording or administration of this Security Agreement or the obtaining of advice from counsel with respect to its rights and remedies under this Security Agreement, (b) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (c) the exercise or enforcement of any of the rights of Secured Party hereunder, (d) the defense by Secured Party of any injunction proceeding related to the Indebtedness or the Collateral, or (e) the failure by Debtor to perform or observe any of the provisions hereof. Debtor agrees to pay interest on any expense or other sums due to Secured Party hereunder that are not paid when due at a rate per annum equal to the highest rate permitted by applicable law.

(20) As additional security for the Indebtedness, Debtor hereby assigns, pledges and grants to Secured Party a security interest, a lien and contractual right of set-off in and to all of the Debtor's money, credits, accounts, securities, certificates and/or other property now in, or at any time hereafter coming within, the custody or control of Secured Party or any member Bank or branch Bank of International Bancshares Corporation, whether held in a general or special account or deposit, or for safekeeping or otherwise. Every such security interest and right of set-off may be exercised without demand or notice to Debtor. No security interest or right of set-off shall be deemed to have been waived by any act or conduct on the part of Secured Party, or any failure to exercise such right of set-off or to enforce such security interest, or by any delay in so doing. Every right of set-off and security interest shall continue in full force and effect until such right of set-off or security interest is specifically waived or released by an instrument in writing executed by Secured Party. The foregoing is in addition to and not in lieu of any rights of set-off allowed by law.

(21) Debtor shall assist Secured Party in complying with the Federal Assignment of Claims Act (and any successor statutes) and similar laws to enable Secured Party to become an assignee under such Act and otherwise comply with such laws. Debtor shall preserve the liability of all account debtors, obligators, and secondary parties whose obligations are part of the Collateral. Debtor shall notify the Secured Party of any change occurring in or to the Collateral, or in any fact or circumstances warranted or represented by Debtor in this agreement or furnished to Secured Party, or if any Event of Default occurs.

(22) Debtor will not allow the Collateral to be affixed to real estate, except goods identified herein as fixtures.

(23) All extended or renewed note(s) will be considered executed on the date of the original note(s).

(24) Debtor shall comply with all environmental laws and regulations applicable to the Collateral and the premises in which the Collateral is located and shall notify Secured Party upon receipt of any notice or other information as to any environmental hazards or violation of such laws. Secured Party may inspect all premises in which the Collateral is located and the Collateral as to its and their compliance with environmental law. Debtor indemnifies and holds harmless Secured Party for any breach of the foregoing and for all losses, costs, fines, damages, including court costs and attorney's fees, incurred by Secured Party to defend itself, or to protect or preserve the Collateral against environmental risks, hazards, fines, and other claims relating to the Collateral.

B. Special Representations and Warranties.

Debtor represents, warrants and agrees that:

(1) If the Collateral includes inventory:

(a) Debtor will immediately notify Secured Party of the disposition of any inventory and at Debtor's expense will either assign to Secured Party a first-priority security interest in any resulting account, chattel paper, or instrument or deliver to Secured Party cash in the amount of the sale price. Debtor will not sell, lease, or otherwise dispose of any Collateral except in the ordinary course of business without the prior written consent of Secured Party.

(b) Until default Debtor may in the ordinary course of business, sell, lease or furnish under contract of service any of the inventory normally held by Debtor for such purpose, provided, however, that such use of the inventory shall not be inconsistent with any other provisions of this Security Agreement or with the terms or conditions of any policies of insurance thereon. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt.

(2) If the Collateral includes accounts:

(a) Each account in the Collateral will represent the valid, legally enforceable obligation of third parties and will not be evidenced by any instrument or chattel paper.

(b) The office where Debtor keeps its records concerning accounts, if any, is the address of Debtor set forth at the beginning of this Security Agreement.

(3) If the Collateral includes instruments, chattel paper or documents:

(a) By delivering a copy of this Security Agreement to the broker, seller, or other person in possession of Collateral that is chattel paper or document, Secured Party will effectively notify that person of Secured Party's interest in the Collateral. Delivery of the copy of the Security Agreement will also constitute Debtor's instruction to deliver to Secured Party certificates or other evidence of the Collateral as soon as it is available. Debtor will immediately deliver to Secured Party all chattel paper and documents that are Collateral in Debtor's possession. If that Collateral is hereafter acquired, Debtor will deliver it to Secured Party immediately following acquisition and either endorse it to Secured Party's order or give Secured Party appropriate executed powers. If any instruments, chattel paper, money or monies, or documents are, at any time or times, included in the Collateral, whether as proceeds or otherwise, Debtor will promptly deliver the same to Secured Party upon the receipt thereof by Debtor, and in any event promptly upon demand therefore by Secured Party. If necessary, all Collateral will either be endorsed to Secured Party's order or accompanied by appropriate executed powers.

(b) By means satisfactory to Secured Party, Debtor has perfected or will perfect a security interest in goods covered by chattel paper, if any, in Collateral.

(4) If the Collateral includes property covered by a Certificate of Title:

If any certificate of title or similar document is, at any time and pursuant to the laws of any jurisdiction, issued or outstanding with respect to the Collateral or any part thereof, Debtor will promptly advise Secured Party thereof, and Debtor will promptly cause the interest of Secured Party to be properly noted thereon, and if any certificate of title or similar document is so issued or outstanding at the time this Security Agreement is executed by or on behalf of

Debtor, then Debtor shall have caused the interest of Secured Party so to have been properly noted at or before the time of such execution; and Debtor will further promptly deliver to Secured Party any such certificate of title or similar document issued or outstanding at any time with respect to such Collateral.

(5) If the Collateral is or may become fixtures on real property described herein:

This Security Agreement, upon being filed for record in the real property records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with Section 9.402(e) of the Texas Uniform Commercial Code upon such of the Collateral which is or may become fixtures.

(6) If the Collateral is uncertificated securities:

Secured Party's delivery of a copy of this Security Agreement to the financial intermediary on whose books the Debtor's interest in the Collateral appears will effectively notify the financial intermediary of Secured Party's interest in the Collateral and will constitute Debtor's instruction that the issuer of the securities register their pledge to Secured Party. Debtor agrees to do everything required by Secured Party to complete the transfer of the Collateral and the perfection of the security interest.

(7) If the Collateral is leased or held for lease to customers of Debtor, if any of a type normally used in more than one state:

Debtor's chief place of business is the address shown at the beginning of this Security Agreement.

SECTION V: Events of Default.

Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions (herein called an "Event of Default")

(1) The failure by Debtor or any other liable party to pay when due any of the Indebtedness either principal or interest, or any other sum due under the terms of any instrument evidencing the Indebtedness.

(2) Default by Debtor in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this Security Agreement

(3) Any warranty, representation, or statement contained in this Security Agreement or made or furnished to Secured Party by or on behalf of Debtor or any other person or party in connection with this Security Agreement or to induce Secured Party to make the loans (described in Section III) proves to have been false in any respect when made or furnished.

(4) Loss, theft, substantial damage, destruction, sale (except as authorized in this Security Agreement) or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

(5) Debtor's death, dissolution, termination of existence, insolvency or business failure; the appointment of a receiver of all or any part of the property of Debtor; an assignment for the benefit of creditors by Debtor, the calling of a meeting of creditors of Debtor, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor, surety or endorser for Debtor; or the occurrence of any of such events described in this part (5) as to any person or party liable for the payment of the obligations, or any portion thereof.

(6) Any statement of the financial condition of Debtor or of any maker, guarantor, surety or endorser of any of the Indebtedness proves to be false.

(7) The Collateral becomes, in the judgment of Secured Party, unsatisfactory or insufficient in character or value.

(8) Any maker, guarantor, surety or endorser under or with respect to the Indebtedness defaults in any obligation or liability to Secured Party.

(9) The occurrence of any environmentally hazardous spill, discharge or other similar event adversely affecting the Collateral or the premises in which the Collateral is located, whether such event occurs on such premises or on other premises.

(10) Debtor, or any of them, or any guarantor, fails to timely deliver any and all financial statements, income tax returns, cash flow information, balance sheets, accounts receivable reports, or any other business, tax or financial information requested by Secured Party.

SECTION VI: Secured Party's Rights and Remedies.

A. General.

Secured Party may exercise the following rights and remedies either before or after an Event of Default:

(1) Secured Party may take control of any proceeds of the Collateral;

(2) Secured Party may release any Collateral in Secured Party's possession to any Debtor, temporarily or otherwise;

(3) Secured Party may take control of any funds generated by the Collateral, such as refunds from and proceeds of insurance, and reduce any part of the Indebtedness accordingly or permit Debtor to use such funds to repair or replace damaged or destroyed Collateral covered by insurance; and

(4) Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time, in Secured Party's discretion to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Security Agreement including, without limitation, (a) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for monies due and to become due under or in respect of any Collateral; (b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with the preceding actions; (c) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or desirable for collection of any of the Collateral or otherwise to enforce its rights with respect to any of the Collateral, and (d) to complete and sign on behalf of Debtor one or more financing statement pertaining to the Collateral and file the same in an appropriate location. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Debtor's appointment of Secured Party as Debtor's agent is coupled with an interest and will survive any disability of Debtor;

(5) If Debtor fails to maintain insurance as required by this Security Agreement or otherwise by Secured Party, then Secured Party may purchase single-interest insurance coverage that will protect only Secured Party. If Secured Party purchases this insurance, its premiums will become part of the Indebtedness. At Secured Party's option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or expenses incurred by Secured Party pursuant to the foregoing authorization, plus interest thereon at the maximum rate allowed by applicable law;

(6) This Security Agreement, Secured Party's rights hereunder or the Indebtedness hereby secured may be assigned in whole and in part from time to time, and in any such case Secured Party shall be fully discharged from all responsibility with respect to the Collateral so assigned and the assignee shall be entitled to all of the rights, privileges and remedies granted in this Security Agreement to Secured Party to the extent the same are assigned, and Debtor will assert no claim or defenses he may have against Secured Party against the assignee, except those granted in this Security Agreement.

(7) Secured Party may enter upon Debtor's premises at any reasonable time to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making any such inspection.

(8) Secured Party may notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidence of indebtedness remitted by Debtor to Secured Party as proceeds to pay Secured Party directly. Secured Party may contact account debtors directly to verify information furnished by Debtor.

(9) Secured Party may require additional Collateral or reject as unsatisfactory any property hereafter offered by Debtor as Collateral.

(10) Secured Party may designate, from time to time, a certain percentage of the Collateral as the loan value and require Debtor to maintain the Indebtedness at or below such percentage; and/or

(11) Secured Party may present for conversion to cash any instrument or investment security or a combination thereof. But Secured Party shall not have any duty to present for conversion any instrument of Collateral in its possession unless it shall have received from Debtor detailed written instructions to that effect at a time reasonably far in advance of the final conversion date to make such conversion possible.

The foregoing rights and powers of Secured Party will be in addition to, and not a limitation upon, any rights and powers of Secured Party given by law, elsewhere in this Security Agreement, or otherwise.

5. Remedies in Event of Default.

During the existence of any Event of Default, or in the event Secured Party deems itself insecure in the payment of the Indebtedness, Secured Party may desire the unpaid principal and unpaid and accrued interest of the Indebtedness immediately due in whole or part, enforce the Indebtedness, and/or exercise any rights and remedies granted by the Texas Uniform Commercial Code or by this Security Agreement, including the following:

- (1) require Debtor to deliver to Secured Party all books and records relating to the Collateral;
- (2) require Debtor to assemble the Collateral and make it available to Secured Party at a place reasonably convenient to both parties;
- (3) take possession of any of the Collateral and for this purpose enter any premises where it is located if this can be done without breach of the (4) sell, lease, or otherwise dispose of any of the Collateral in accord with the rights, remedies, and duties of a Secured Party under Chapters 2 and 9 of the Texas Uniform Commercial Code after giving notice as required by those chapters; unless the Collateral threatens to decline speedily in value, is perishable, or would typically be sold on a recognized market, Secured Party will give Debtor reasonable notice of any public sale of the Collateral or of a time after which it may be otherwise disposed of without further notice to Debtor; in this event, notice will be deemed reasonable if it is mailed, postage prepaid, to Debtor at the address specified in this agreement at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor;
- (5) surrender any insurance policies covering the Collateral and receive the unearned premium;
- (6) apply any proceeds from disposition of the Collateral after default in the manner specified in Chapter 9 of the Texas Uniform Commercial Code, including payment of Secured Party's reasonable attorney's fees and court expenses;
- (7) if disposition of the Collateral leaves the Indebtedness unsatisfied, collect the deficiency from all liable parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses, and Debtor agrees to pay such expenses plus interest thereon at the maximum rate allowed by applicable law;
- (8) Secured Party may, without demand or notice of any kind, appropriate and apply toward the payment of any sums then owing to Secured Party, and in such order of application as the Secured Party may from time to time elect, any property, balances, credits, deposits, accounts or monies of Debtor which for any purpose is in the possession or control of the Secured Party or any member Bank, branch Bank or other depository institution of International Bancshares Corporation; and/or
- (9) Secured Party may remedy any default without waiving the default remedied and may waive any default without waiving any other prior or subsequent default.

SECTION VII: Additional Agreements.

(1) All notices and other communications to Secured Party hereunder or in connection herewith shall be deemed to have been given when received by Secured Party in writing at the address first shown hereinabove. Any notice or demand or other communication to Debtor hereunder or in connection herewith may be given and shall conclusively be deemed and considered to have been given and received upon the deposit thereof in writing in the United States Mail, duly stamped and addressed to Debtor either at the street address the first shown hereinabove or at the mailing address, if any, given for Debtor at the beginning of this agreement (or at such other address as may have been designated most recently in writing by Debtor to Secured Party); provided, however, actual notice to Debtor, however given or received, shall always be effective when given or received.

(2) A copy of this Security Agreement or any financing statement covering the Collateral is sufficient and may be filed as a financing statement. Information concerning this security interest may be obtained at the office of Secured Party shown above.

(3) This Security Agreement may only be modified or limited by an agreement in writing.

(4) This security interest shall neither affect nor be affected by any other security for any of the Indebtedness. Neither extensions of any of the Indebtedness nor releases of any of the Collateral shall affect the validity of this security interest with reference to any third party. Additionally, foreclosure of this security interest by lawsuit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this Security Agreement. Secured Party shall have the right to exercise all remedies at the same or different times and no remedy shall be a defense to any other. Secured Party shall have all rights and remedies granted by law or otherwise in addition to those provided in this Security Agreement.

(5) Secured Party may remedy any default without waiving it. No delay by Secured Party in exercising its rights or partially exercising its rights or remedies shall waive further exercise of those remedies or rights. The failure of Secured Party to exercise any remedies or rights does not waive subsequent exercise of those remedies or rights. Any waiver by Secured Party of any default shall not waive any further default. Secured Party may remedy any default without waiving it. Secured Party's waiver of any right in this Security Agreement or any default is binding only if in writing.

(6) Debtor and Secured Party intend that the Indebtedness shall be in strict compliance with applicable usury laws. If at any time interest contracted for, charged or received under any Indebtedness secured by this Security Agreement or otherwise in connection with this transaction would be usurious under applicable law, then regardless of the provisions of this Security Agreement or any other documents or instruments evidencing, securing or otherwise executed in connection with any Indebtedness secured by this Security Agreement or any action or event (including, without limitation, prepayment of principal under the Note or acceleration of maturity by Secured Party) which may occur with respect to the Note, it is agreed that all sums determined to be usurious shall be immediately credited by Secured Party to Debtor as a payment of principal under the Note or if the Note has already been paid, immediately refunded to Debtor. All compensation which constitutes interest under applicable law in connection with any Indebtedness secured by this Security Agreement shall be amortized, prorated, allocated and spread over the full period of time any indebtedness is owed by Debtor, to the greatest extent permissible without exceeding the applicable maximum rate allowed by applicable law in effect from time to time during such period.

(7) Secured Party may perform any obligation which Debtor fails to perform and Debtor agrees on demand to reimburse Secured Party immediately for any sums so paid by Secured Party, including attorneys' fees and other legal expenses, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. Any sum to be reimbursed shall be secured by this Security Agreement.

(8) This Security Agreement will be governed by the laws of the state of Texas and is to be performed in Harris County, Texas. When the context requires, singular nouns and pronouns include the plural. The rights of Secured Party under this Security Agreement shall inure to the benefit of its successors and assigns. Any assignment of part of the Indebtedness and delivery by Secured Party of any part of the Collateral will fully discharge Secured Party from any and all responsibility for that portion of the Collateral. Debtor's Indebtedness under this Security Agreement shall bind Debtor's personal representatives, successors and assigns. If Debtor is more than one, all their representatives, warranties and agreements are joint and several. If any part of this Security Agreement is unenforceable, the unenforceability of such provision will not affect the enforceability of any other provision hereof and all other provisions will constitute valid provisions.

SECTION VIII: ARBITRATION THE PARTIES FURTHER AGREE AS FOLLOWS:

(a) ANY AND ALL CONTROVERSIES BETWEEN THE PARTIES SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ASSOCIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME OF FILING, UNLESS THE COMMERCIAL ARBITRATION RULES CONFLICT WITH THIS PROVISION, AND IN SUCH EVENT THE TERMS OF THIS PROVISION SHALL CONTROL. ANY ARBITRATION HEREUNDER SHALL BE BEFORE AT LEAST THREE ARBITRATORS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND SELECTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. ERRORS OF LAW SHALL BE AN ADDITIONAL GROUND FOR VACATUR OF AN AWARD RENDERED PURSUANT TO THIS PROVISION.

(b) ARBITRABLE DISPUTES INCLUDE ANY AND ALL CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES OF WHATEVER TYPE OR MANNER, INCLUDING WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY PROPOSED OR ACTUAL LOAN OR EXTENSION OF CREDIT, ALL PAST, PRESENT AND/OR FUTURE AGREEMENTS INVOLVING THE PARTIES, ANY TRANSACTIONS BETWEEN OR INVOLVING THE PARTIES, AND/OR ANY ASPECT OF ANY PAST OR PRESENT RELATIONSHIP OF THE PARTIES, WHETHER BANKING OR OTHERWISE, SPECIFICALLY INCLUDING ANY ALLEGED TORT COMMITTED BY ANY PARTY.

(c) DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS PROVISION. WITHIN THIRTY (30) DAYS OF THE DATE OF A RESPONSIVE PLEADING IS FILED IN AN ARBITRATION PROCEEDING HEREUNDER, ALL PARTIES SHALL SERVE ON ALL OTHER PARTIES AN INITIAL DISCLOSURE AS WOULD BE REQUIRED BY RULE 26, FEDERAL RULES OF CIVIL PROCEDURE.

(d) FOR THE PURPOSES OF THIS PROVISION, "THE PARTIES" MEANS DEBTOR, SECURED PARTY, AND EACH OF THEM, AND ALL PERSONS AND ENTITIES SIGNING THIS AGREEMENT OR ANY OTHER AGREEMENTS, SECURITY INSTRUMENTS, AND/OR GUARANTEES EXECUTED HERETOFORE OR CONTEMPORANEOUSLY WITH AND AS PART OF THE SAME TRANSACTION WITH THIS AGREEMENT. "THE PARTIES" SHALL ALSO INCLUDE INDIVIDUAL PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF ANY PARTY TO THOSE DOCUMENTS, AND SHALL INCLUDE ANY OTHER OWNER AND HOLDER OF THE LOAN DOCUMENTS.

(e) THE PARTIES SHALL HAVE THE RIGHT TO INVOKE SELF-HELP REMEDIES (SUCH AS SET-OFF, NOTIFICATION OF ACCOUNT DEBTORS, SEIZURE AND/OR FORECLOSURE OF COLLATERAL, AND NON-JUDICIAL SALE OF PERSONAL PROPERTY AND REAL PROPERTY COLLATERAL) BEFORE, DURING OR AFTER ANY ARBITRATION AND/OR TO REQUEST ANCILLARY OR PROVISIONAL JUDICIAL REMEDIES (SUCH AS GARNISHMENT, ATTACHMENT, SPECIFIC PERFORMANCE, RECEIVER, INJUNCTION OR RESTRAINING ORDER, AND SEQUESTRATION) BEFORE OR AFTER ANY ARBITRATION. THE PARTIES NEED NOT AWAIT THE OUTCOME OF THE ARBITRATION BEFORE USING SELF-HELP REMEDIES. USE OF SELF-HELP OR ANCILLARY AND/OR PROVISIONAL JUDICIAL REMEDIES SHALL NOT OPERATE AS A WAIVER OF EITHER PARTY'S RIGHT TO COMPEL ARBITRATION.

(f) THE PARTIES AGREE THAT ANY ACTION REGARDING ANY CONTROVERSY BETWEEN THE PARTIES SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS, BUT SHALL NOT BE PURSUED SIMULTANEOUSLY IN DIFFERENT OR ALTERNATIVE FORUMS. A TIMELY WRITTEN NOTICE OF INTENT TO ARBITRATE PURSUANT TO THIS AGREEMENT STAYS AND/OR ABATES ANY AND ALL ACTION IN A TRIAL COURT, SAVE AND EXCEPT A HEARING ON A MOTION TO COMPEL ARBITRATION AND/OR THE ENTRY OF AN ORDER COMPELLING ARBITRATION AND STAYING AND/OR ABATING THE LITIGATION PENDING THE FILING OF THE FINAL AWARD OF THE ARBITRATORS.

(g) ANY AGGRIEVED PARTY SHALL SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ANY AND ALL OPPOSING PARTIES WITHIN 360 DAYS AFTER DISPUTE HAS ARISEN. A DISPUTE IS DEFINED TO HAVE ARISEN ONLY UPON RECEIPT OF SERVICE OF JUDICIAL PROCESS OR OF A COMPLAINT IN ARBITRATION. FAILURE TO SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THE AGGRIEVED PARTY'S RIGHT TO COMPEL ARBITRATION OF SUCH CLAIM. THE ISSUE OF WAIVER PURSUANT TO THIS AGREEMENT IS AN ARBITRABLE DISPUTE.

(h) ACTIVE PARTICIPATION IN PENDING LITIGATION DURING THE 360 DAY NOTICE PERIOD, WHETHER AS PLAINTIFF OR DEFENDANT, IS NOT A WAIVER OF THE RIGHT TO COMPEL ARBITRATION. ALL DISCOVERY OBTAINED IN THE PENDING LITIGATION MAY BE USED IN ANY SUBSEQUENT ARBITRATION PROCEEDING.

(i) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(j) ANY ARBITRATOR SELECTED SHALL BE KNOWLEDGEABLE IN THE SUBJECT MATTER OF THE DISPUTE. EACH OF THE PARTIES SHALL PAY AN EQUAL SHARE OF THE ARBITRATION COSTS, FEES, EXPENSES, AND OF THE ARBITRATORS' FEES, COSTS, AND EXPENSES.

(k) ALL STATUTES OF LIMITATIONS WHICH WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER AND THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING TOLLS SUCH LIMITATIONS.

(l) IN ANY ARBITRATION PROCEEDING SUBJECT TO THIS PROVISION, THE ARBITRATORS, OR MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS' SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION.

(m) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(n) THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE IN THAT THE FUNDS WHICH MAY BE ADVANCED OR COMMITTED UNDER THIS AGREEMENT ARE DERIVED FROM INTERSTATE AND/OR INTERNATIONAL FINANCIAL MARKETS. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND PROCEEDINGS PURSUANT TO THE ARBITRATION CLAUSE OF THIS AGREEMENT.

(o) THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL AWARD ATTORNEY'S FEES AND COSTS TO THE PREVAILING PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

(p) VENUE OF ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE IN HARRIS COUNTY, TEXAS.

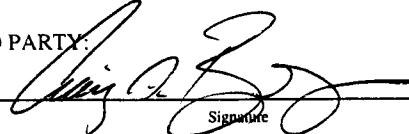
NO ORAL AGREEMENTS

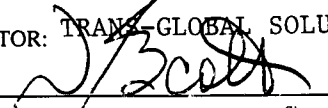
SECTION IX:

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

DATED this 18 day of Sept, 2000.

SECURED PARTY:
By: 
Signature
Typed Name: CRAIG BUNK
Title: FIRST VICE PRESIDENT

DEBTOR: TRANS-GLOBAL SOLUTIONS, INC.
By: 
Signature
Typed Name: RICHARD SCOTT
Title: PRESIDENT
By: _____
Signature
Typed Name: _____
Title: _____
By: _____
Signature
Typed Name: _____
Title: _____

STATE OF TEXAS

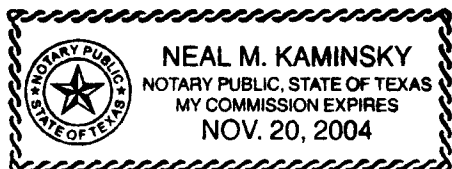
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COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on September 18, 2000, by Craig Bunk, First Vice President of International Bank of Commerce, in the capacity and for the purpose and consideration therein stated.



Neal M. Kaminsky
Notary Public in and for
The State of TEXAS

STATE OF TEXAS

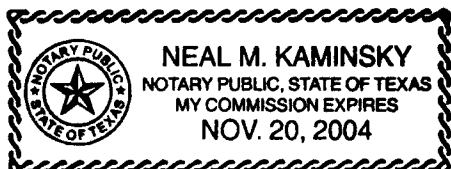
§

COUNTY OF HARRIS

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This instrument was acknowledged before me on September 18, 2000, by Richard Scott, President of Trans-Global Solutions, Inc., in the capacity and for the purpose and consideration therein stated.



Neal M. Kaminsky
Notary Public in and for
The State of TEXAS

EXHIBIT "A"

(a) All accounts receivable, book debts, notes, drafts, instruments, documents, acceptances, work in process, and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including, without limitation, under any trade names, styles, or divisions thereof), whether arising from the sale or lease of goods or the rendition of services or any other transaction (including, without limitation, any such obligation which might be characterized as an account, general intangible, other than contract rights under contracts containing prohibitions against assignment of or the granting of a security interest in the rights of a party thereunder, or chattel paper under the Uniform Commercial Code in effect in any jurisdiction), and all rights of the Debtor in, to, and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all rights of the Debtor to any goods the sale or lease of which gave rise to any of the foregoing (including, without limitation, returned or repossessed goods and rights of unpaid sellers), and all moneys due or to become due to the Debtor under all contracts for the sale or lease of goods or the performance of services (whether or not earned by performance) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing and proceeds of all indemnity agreements benefitting Debtor (collectively, the **"Accounts"**);

(b) All of Debtor's inventory, whether now owned or hereafter acquired and wherever located, including but not limited to, all goods intended for sale or lease by Debtor, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Debtor's business; and all documents evidencing and general intangibles relating to any of the foregoing (**"Inventory"**);

(c) Any and all Debtor's now and hereafter acquired machinery, tools, dies, furnishings, equipment, and other tangible personal property (other than Inventory), including, without limitation, all railroad cars and locomotives listed on Schedule 1 to this Exhibit "A", together with (1) all now or hereafter owned parts, fittings, accessories, equipment, and other special tools now affixed to any part thereof or used in connection therewith, (2) all increases and accessions thereto, and (3) all substitutions and replacements therefor (collectively, the **"Equipment"**);

(d) All Chattel Paper, Documents, General Intangibles (including, without limitation, software) and/or Instruments (as each such term is defined in the Uniform Commercial Code, as adopted in Texas) relating to the Accounts, the Inventory, and Equipment, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to the Accounts, the Inventory, Equipment or any such Chattel Papers, Documents, and/or Instruments; and

(e) All proceeds of any of the foregoing.

SCHEDULE 1 to Exhibit “A”

<u>REPORTING MARK</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
ITGX 8999	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9000	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9001	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9002	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9003	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9004	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9005	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9006	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9007	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9008	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9009	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9010	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9011	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9012	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9013	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9014	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9015	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9016	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9017	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9018	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9019	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9020	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9021	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9022	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9023	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.

<u>REPORTING MARK</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
ITGX 9024	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9025	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9026	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9027	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9028	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9029	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9030	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9031	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
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ITGX 9040	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
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ITGX 9050

4040 Cu. Ft. Rapid Discharge Car

FMC/Darby Freight Car Co.

REPORTING MARK	DESCRIPTION	BUILDER
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ITGX 9074	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.

ITGX 9075	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
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<u>REPORTING MARK</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
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ITGX 9105	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.

<u>REPORTING MARK</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
ITGX 9106	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9107	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9108	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9109	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9110	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9111	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9112	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9113	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9114	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9115	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9116	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9117	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9118	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9119	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9120	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9121	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9122	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9123	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9124	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9125	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.

ITGX 9126	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9127	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9128	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9129	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9130	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9131	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9132	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.

REPORTING MARK

ITGX 9133
ITGX 9134
ITGX 9135
ITGX 9136
ITGX 9137
ITGX 9138
ITGX 9139
ITGX 9140
ITGX 9141
ITGX 9142
ITGX 9143
ITGX 9144
ITGX 9145
ITGX 9146
ITGX 9147
ITGX 9148
ITGX 9149
ITGX 9150

DESCRIPTION

4040 Cu. Ft. Rapid Discharge Car
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BUILDER

FMC/Darby Freight Car Co.
FMC/Darby Freight Car Co.
FMC/Darby Freight Car Co.
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FMC/Darby Freight Car Co.

ITGX 9151	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9152	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9153	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9154	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9155	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9156	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9157	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9158	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ITGX 9159	4040 Cu. Ft. Rapid Discharge Car	FMC/Darby Freight Car Co.

<u>REPORTING MARK</u>	<u>DESCRIPTION</u>	<u>BUILDER</u>
ITGX 9422	3600 Cu. Ft. Rapid Discharge Car	Greenville Steel Car Co.
ITGX 10000	100-Ton Rapid Discharge Car	
ITGX 10001	100-Ton Rapid Discharge Car	
ITGX 10002	100-Ton Rapid Discharge Car	
ITGX 10003	100-Ton Rapid Discharge Car	
ITGX 10004	100-Ton Rapid Discharge Car	
ITGX 10005	100-Ton Rapid Discharge Car	
ITGX 10006	100-Ton Rapid Discharge Car	
ITGX 10007	100-Ton Rapid Discharge Car	
ITGX 10008	100-Ton Rapid Discharge Car	
ITGX 10009	100-Ton Rapid Discharge Car	
ITGX 10010	100-Ton Rapid Discharge Car	
ITGX 10011	100-Ton Rapid Discharge Car	
ITGX 10012	100-Ton Rapid Discharge Car	
ITGX 10013	100-Ton Rapid Discharge Car	

ITGX 10014	100-Ton Rapid Discharge Car
ITGX 10015	100-Ton Rapid Discharge Car
ITGX 10016	100-Ton Rapid Discharge Car
ITGX 10017	100-Ton Rapid Discharge Car
ITGX 10018	100-Ton Rapid Discharge Car
ITGX 10019	100-Ton Rapid Discharge Car
ITGX 10020	100-Ton Rapid Discharge Car
ITGX 10021	100-Ton Rapid Discharge Car
ITGX 10022	100-Ton Rapid Discharge Car
ITGX 10023	100-Ton Rapid Discharge Car
ITGX 10025	100-Ton Rapid Discharge Car

REPORTING MARK

ITGX 10026
ITGX 10027
ITGX 10028
ITGX 10029
ITGX 10030
ITGX 10031
ITGX 10032
ITGX 10033
ITGX 10034
ITGX 10035
ITGX 10036
ITGX 10037
ITGX 10038
ITGX 10039

DESCRIPTION

100-Ton Rapid Discharge Car
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BUILDER

ITGX 10040
ITGX 10041
ITGX 10042
ITGX 10044
ITGX 10045
ITGX 10046
ITGX 10047
ITGX 10048
ITGX 10049
ITGX 10050
ITGX 10051
ITGX 10052
ITGX 10053

100-Ton Rapid Discharge Car
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100-Ton Rapid Discharge Car

REPORTING MARK

DESCRIPTION

BUILDER

ITGX 10054
ITGX 10055
ITGX 10056
ITGX 10057
ITGX 10058
ITGX 10059
ITGX 10060
ITGX 10061
ITGX 10100
ITGX 10104
ITGX 10111
ITGX 10114
ITGX 10117

100-Ton Rapid Discharge Car
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ITGX 10120	100-Ton Rapid Discharge Car
ITGX 10121	100-Ton Rapid Discharge Car
ITGX 10126	100-Ton Rapid Discharge Car
ITGX 10134	100-Ton Rapid Discharge Car
ITGX 10135	100-Ton Rapid Discharge Car
ITGX 10136	100-Ton Rapid Discharge Car
ITGX 10141	100-Ton Rapid Discharge Car
ITGX 10142	100-Ton Rapid Discharge Car
ITGX 10143	100-Ton Rapid Discharge Car
ITGX 10144	100-Ton Rapid Discharge Car
ITGX 10147	100-Ton Rapid Discharge Car
ITGX 10148	100-Ton Rapid Discharge Car
ITGX 10150	100-Ton Rapid Discharge Car
ITGX 10151	100-Ton Rapid Discharge Car

REPORTING MARK

ITGX 10152	100-Ton Rapid Discharge Car
ITGX 10153	100-Ton Rapid Discharge Car
ITGX 10154	100-Ton Rapid Discharge Car
ITGX 10155	100-Ton Rapid Discharge Car
ITGX 10156	100-Ton Rapid Discharge Car
ITGX 10158	100-Ton Rapid Discharge Car
ITGX 10159	100-Ton Rapid Discharge Car
ITGX 10160	100-Ton Rapid Discharge Car
ITGX 10161	100-Ton Rapid Discharge Car
ITGX 10166	100-Ton Rapid Discharge Car
ITGX 10167	100-Ton Rapid Discharge Car

DESCRIPTION

BUILDER

ITGX 10170
ITGX 10173
ITGX 10176
ITGX 10177
ITGX 10181
ITGX 10183
ITGX 10188
ITGX 10192
ITGX 10194
ITGX 10196

100-Ton Rapid Discharge Car
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100-Ton Rapid Discharge Car

Locomotive EMD-GP8 Unit #1808
Locomotive EMD-GP8 Unit #1801
Locomotive EMD-GP8 Unit #1803